

PURDON & STOKES.

JUNE 10, 1842.

Read, and laid upon the table.

Mr. J. G. FLOYD, from the Committee on the Post Office and Post Roads, submitted the following

REPORT:

The Committee on the Post Office and Post Roads, to whom was referred the petition of Purdon & Stokes, report:

That in 1838-'39 the petitioners were contractors for carrying the mail, three times a week, from Courtland to Tuscaloosa, in the State of Alabama. Of this contract, one clause provides "that the Postmaster General may curtail the service, or dispense with it entirely, whenever he shall deem it expedient to lessen the service." On the 9th November, 1838, the Postmaster General directed the petitioners "to suspend the Wednesday trip going, and the corresponding one returning, on No. 3,620, Courtland to Tuscaloosa, from the 1st of December, 1838, till the 1st of June, 1839, at a deduction of \$924 from their compensation." On the 21st of December, 1838, the Postmaster General informed the petitioners that he had reconsidered the order of the 9th of November, 1838, and that "the Postmaster General has so modified it as to postpone the suspension of the third weekly trip until the 4th of March, 1839." On the 9th of January, 1839, the petitioners answer the letter of the 21st of December, 1839, and say: "We consent to those conditions, and only regret that he had not directed us to commence the three trips sooner." On the 1st of March, 1839, (as appears by the postmark of the letter,) the petitioners sent the letter of the Postmaster General, of the 21st of December, 1838, to the postmaster at Tuscaloosa, asking him to deliver the mail to their driver. The postmaster at Tuscaloosa states that the petitioners called for the mail about the 1st of March, 1839, "and presented a letter from the Postmaster General to them, stating that they should have the mail at that time, and that the third trip, which had been discontinued on the 1st of December, should then be reinstated." The assistant postmaster at Tuscaloosa also states that the petitioners called for the mail "on the first Wednesday in March, 1839, showing a letter from the Postmaster General, saying the mail would be then delivered to them; and the third trip, which had been discontinued, would be reinstated on the 1st March, 1839." The postmaster at Tuscaloosa refused to deliver the mail, for the reason that he had no instructions from the Postmaster General to do so. The letter of the Postmaster General, shown by the petitioners to the postmaster and assistant postmaster at Tuscaloosa, is the letter of the 21st of December, 1838; and it is perfectly clear that both they and the petitioners utterly mistook its meaning—the Postmaster General directing the

suspension of the third trip to *commence* on the 4th of March, 1839, and they understanding that the suspension was to *terminate* on that day, and that the third trip would be then "reinstated." The petitioners complain "that, notwithstanding the reconsideration and postponement, the suspension of said trip did, in fact, take effect on the 1st day of December, 1838, and continue till the 1st day of June, 1839, whereby they lost, of their compensation, \$924." This is true; but it is also true that the suspension took effect in December, 1838, through the misunderstanding, by the petitioners themselves, of the Postmaster General's letter. In conclusion, the variation of the contract by the Postmaster General was according to the terms of the contract itself, and, in the opinion of the committee, presents no ground, in law or in equity, for a claim against the United States by the petitioners. There are other matters set forth in the petition, which, as explained by the Postmaster General, are very far from strengthening the claim of the petitioners; but, as all the alleged damage to the petitioners grew out of the variation of the contract, which was in accordance with the contract, the committee are of opinion that the prayer of the petitioners ought to be rejected.